

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

In the Matter of)	
Petition of J.L. Barnes Insurance Agency, Inc.)	CG Docket No. 02-278
d/b/a JLBG Health)	
for Retroactive Waiver of)	CG Docket No. 05-338
47 C.F.R. 64.1200(a)(4)(iv))	

PETITION FOR RETROACTIVE WAIVER

Pursuant to Section 1.3 of the Commission's rules,¹ J.L. Barnes Insurance Agency, Inc. d/b/a JLBG Health ("JLBG") respectfully requests that the Commission grant JLBG a retroactive waiver of Section 64.1200(a)(4)(iv) of the Commission's regulations² with respect to any fax ads sent by JLBG or on its behalf with the prior express invitation or permission of the recipients or their agents. JLBG submits that good cause exists to grant the waiver sought because it is similarly situated to those parties who were granted retroactive waivers from this requirement by the Commission in the recent *Anda* Order³ because of uncertainty about whether the opt-out notice applied to "solicited" faxes.

INTRODUCTION

JLBG is a small, family owned business based in Warrenville, Illinois with gross revenues under \$3 million per year. Founded almost 40 years ago, JLBG partners with affiliated member associations to make health insurance products and services available to their clients, employees and/or members. JLBG almost never has access to the member lists of its affiliated member associations.

¹ 47 C.F.R. § 1.3.

² 47 C.F.R. § 63.1200(a)(4)(iv).

³ See Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991; Junk Fax Prevention Act of 2005; Application for Review filed by Anda, Inc.; Petition for Declaratory Ruling, Waiver, and/or Rulemaking Regarding the Commission's Opt-out Requirement for Faxes Sent with the Recipient's Prior Express Permission, CG Docket Nos. 02-278, 05-338, Order, FCC 14-164, paras. 22-31 (rel. Oct. 30, 2014) ("*Anda* Order").

Along with the American Association for Justice (“AAJ”), JLBG has recently been named as a defendant in a putative class action lawsuit involving solicited facsimile advertisements sent to some of AAJ’s members with their prior express permission but without the opt-out notice. The named plaintiff, an attorney and member of the AAJ, seeks windfall damages on behalf of himself and other AAJ members. See *Timothy Blake v. J.L. Barnes Insurance Agency, Inc. and American Association for Justice*, Case No. 1:14-cv-23781-JLK (S.D. Fla., filed October 14, 2014) (First Amended Complaint dated November 20, 2014 attached hereto as Exhibit “A”).

By the *Anda* Order released on October 30, 2014, the Commission clarified that all fax ads must include a detailed opt-out notice conforming to 47 C.F.R. § 64.1200(a)(4)(iv), even if the fax ad was solicited or sent with the recipient’s prior permission. The Commission granted retroactive waivers of the opt-out requirement to certain companies that had petitioned the agency for relief and to any “similarly situated parties” that did so within the next six (6) months. *Anda* Order at ¶2.

On November 26, 2014, AAJ filed a petition for waiver with the Commission on November 26, 2014 on behalf of itself and its member groups, providers or affiliated entities, referencing the *Blake* lawsuit. JLBG files this individual petition in an abundance of caution to obtain the same retroactive waiver of the opt-out notice requirement that the Commission granted to those petitioners with which it is similarly situated.

ARGUMENT

The Commission may waive any provision of its rules “for good cause shown.” 47 C.F.R. § 1.3. Specifically, the Commission may grant a waiver where (1) special circumstances warrant a deviation from the general rule and (2) the waiver would better serve the public interest than would application of the rule. *Anda* Order at ¶ 23 (citing *WAIT Radio v. FCC*, 418 F.3d 1153,

1166 (D.C. Cir. 1969)). Applying these factors, JLBG and its affiliates are entitled to a waiver for the same reasons that the Commission granted waivers to parties similarly situated to it in the October 30th Order.

First, special circumstances support the grant of a waiver to JLBG. As the Commission has previously found, the use of the word “unsolicited” in a footnote in its order accompanying the opt-out notice regulation was inconsistent with the rule and “caused confusion or misplaced confidence” as to whether the opt-out requirement applied to facsimile advertisements sent with prior express permission. *Anda* Order at ¶ 24 (quoting Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991, Junk Fax Prevention Act of 2005, CG Docket Nos. 02-278, 05-338 (“Junk Fax Order”). The notice provided by the Commission of its intent to adopt section 64.1200(a)(4)(iv) likewise “did not make explicit that the Commission contemplated an opt-out requirement on fax ads sent with the prior express permission of the recipient” and may have contributed to further confusion or misplaced confidence about the requirement. *Id.* at ¶ 25. The inconsistent footnote in the Junk Fax Order, combined with the lack of explicit notice warranted deviation from the rule and supported the retroactive waivers. *Id.* at ¶ 26.

JLBG is similarly situated to the parties to whom waivers were granted in the Commission’s October 30th Order. JLBG did not understand that it had to comply with the opt-out notice requirement for facsimile advertisements sent with prior express permission. *Anda* Order at ¶ 26. It is nevertheless now a defendant in a putative class action in which the failure of JLBG may expose it to millions of dollars in liability and the ultimate loss of this small, family-owned business. As a “similarly situated party,” *i.e.*, one that did not understand it had to comply with the opt-out notice requirement for fax ads set with prior express permission for the reasons

set forth below but nonetheless failed to do so, good cause exists to grant JLBG the same waiver accorded by the October 30th Order.

Second, granting JLBG and its affiliates a retroactive waiver would serve the public interest. In fact, the Commission has already found that granting the requested retroactive waivers from Section 64.1200(a)(4)(iv) serves the public interest. *See generally Anda* Order at ¶¶ 22-31. In its October 30th Order, the Commission noted that the “TCPA’s legislative history makes clear our responsibility to balance legitimate business and consumer interests” and the “confusion or misplaced confidence [had] left some businesses potentially subject to significant damage awards under the TCPA’s private right of action or possible Commission enforcement.” *Id.* at ¶ 27. The Commission therefore concluded that, “[o]n balance,... it serves the public interest... to grant a retroactive waiver to ensure that any such confusion did not result in inadvertent violations of this requirement while retaining the protections afforded by the rule going forward.” *Id.*

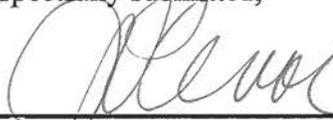
Mindful of the Commission’s expectation that all fax senders be aware of and in compliance with the requirement that opt-out notices be provided on all fax ads including those sent with the recipient’s prior express permission (*Anda* Order at ¶ 30), JLBG is taking steps now to ensure that it and its affiliated member associations are in full compliance with the rule going forward. Granting a waiver to JLBG will serve the public interest by ensuring that any confusion or misplaced confidence on the part of JLBG does not result in inadvertent violations of Section 64.1200(a)(4)(iv) without depriving customers of the rule’s value going forward. *See id.* at ¶ 29.

CONCLUSION

For the foregoing reasons, JLBG respectfully requests that the Commission grant JLBG a retroactive waiver of 47 C.F.R. 64.1200(a)(4)(iv) for any solicited facsimile advertisements sent by or on behalf of JLBG with the prior express permission of the recipient(s) subsequent to the regulation's effective date.

December 5, 2014

Respectfully submitted,



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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 1:14-cv-23781-KING/TORRES

Timothy Blake, individually and
on behalf of all others similarly situated,

Plaintiff,

vs.

Class Action

J.L. Barnes Insurance Agency, Inc.
an Illinois Corporation d/b/a JLBG HEALTH,
and American Association for Justice,
a membership organization based in Washington, D.C.,

Defendants.

FIRST AMENDED COMPLAINT

and

JURY DEMAND

This is a class action alleging that the Defendants, J.L. Barnes Insurance Agency, Inc., d/b/a JLBG Health (“JLBG Health”), and American Association for Justice (“AAJ”), have violated the Telephone Consumer Protection Act and implementing regulations by sending facsimile advertisements to persons and entities that do not contain the legally required opt-out language. Plaintiff, Timothy Blake, individually and on behalf of a class of persons similarly situated, seeks statutory damages for each violation.

PRELIMINARY STATEMENT

1. The Telephone Consumer Protection Act, as amended by the Junk Facsimile Prevention Act of 2005, 47 U.S.C. § 227 (“TCPA”), is a consumer protection statute that confers on plaintiffs the right to be free from certain harassing and privacy-



invading conduct and authorizes an award of damages whenever a violation occurs. The TCPA provides a private right of action and statutory damages for each violation.

2. Plaintiff Timothy Blake, individually and on behalf of all others similarly situated, brings this action against Defendants JLBG Health and AAJ for their violations of the TCPA stemming from the sending of noncompliant facsimile advertisements promoting JLBG's products and services to the telephone facsimile machine of the Plaintiff and to the telephone facsimile machines of other persons or entities that do not contain the requisite opt-out notice. The facsimile advertisement that Defendants sent to Plaintiff's facsimile machine is attached hereto as Exhibit A ("Facsimile Advertisement").

JURISDICTION AND VENUE

3. This Court has jurisdiction over this matter pursuant to 47 U.S.C. § 227(b)(3) and 28 U.S.C. § 1331.

4. Venue is appropriate in this Court pursuant to 28 U.S.C. § 1391, as the offending facsimile was sent to Plaintiff's facsimile number, which has a Miami area code, and is connected to a facsimile machine in Miami, Florida.

PARTIES

5. Plaintiff, Timothy Blake, has his principal place of business in Miami-Dade County at 66 West Flagler, Second Floor, Miami, FL 33130.

6. Defendant, J.L. Barnes Insurance Agency, Inc. d/b/a/ JLBG Health, is a for-profit Illinois corporation with its principal place of business at 4355 Weaver Parkway, Warrenville, IL 60555. Defendant conducts business in the State of Florida and other states through a system of affiliated, licensed member associations.

7. Defendant American Association for Justice is a membership organization with its principal place of business at 777 6th Street Northwest, Suite 200, Washington, DC 20001.

GENERAL ALLEGATIONS

8. JLBG Health is an insurance brokerage and benefits management firm.

9. JLBG owns and operates the American Health Insurance Exchange (“AHIX”), which sells insurance products and services to over 21 million members through affiliated, licensed member associations in 47 states.

10. JLBG Health has partnered with over 350 member associations to market branded insurance products and services to their members, employees, and family members, including the American Bar Association (ABA) and the American Medical Association (AMA).

11. JLBG Health establishes a custom toll-free telephone number and a branded website in order to sell and market insurance products and services to the members, employees, and family members of the member associations.

12. The American Association for Justice (“AAJ”) is a membership organization promoting the interests of trial lawyers.

13. Plaintiff has been a member of AAJ for over three decades.

14. Under information and belief, AAJ has a contract with JLBG Health under which it is agreed that AAJ will receive a number of benefits for sending advertisements to its members on behalf of JLBG Health, including the payment of royalties for each of AAJ’s members that purchase insurance products and/or services through JLBG Health (“JLBG/AAJ Contract”).

15. Upon information and belief, JLBG Health provided AAJ with a template for the Facsimile Advertisement.

16. Pursuant to the JLBG/AAJ Contract, on or about July 10, 2014, Defendants sent the Facsimile Advertisement to the telephone facsimile machines of certain AAJ members, including Plaintiff's telephone facsimile machine at (305) 373-4323.

17. The Facsimile Advertisement promotes JLBG Health's products and services, touts the benefits of the "AAJ Health Care Marketplace," and claims to provide purchasers of "average savings" on insurance plans of "42%."

18. The toll-free number for the "AAJ Health Care Marketplace" listed on the Facsimile Advertisement - 1-888-715-6585 - is answered by representatives of JLBG Health (the "AAJ Health Care Marketplace Phone Number").

19. The website for the "AAJ Health Care Marketplace" promoted on the Facsimile Advertisement - www.aajhealthcareplans.com - is owned and operated by JLBG Health (the "AAJ Health Care Marketplace Website").

20. Upon information and belief, JLBG Health established the AAJ Health Care Marketplace Website and AAJ Health Care Marketplace Phone Number in order to sell and market JLBG Health's insurance products and services to the members, employees, and family members of AAJ.

21. JLBG Health benefits from the sending of the Facsimile Advertisement as it promotes JLBG Health's insurance products and services.

22. Upon information and belief, AAJ benefits from the sending of the Facsimile Advertisement due to the payment of royalties from JLBG Health to AAJ when

AAJ's members purchase JLBG Health's insurance products and/or services, and as a savings benefit to AAJ members, in order to retain and expand membership.

23. The Facsimile Advertisement failed to contain an opt-out notice, as required by the TCPA.

24. Upon information and belief, Defendants sent similar Facsimile Advertisements, without the mandatory TCPA opt-out notice, to the telephone facsimile machines of other AAJ members.

25. A compliant opt-out notice is required to be included on all Facsimile Advertisements by the TCPA and its implementing regulations, 47 C.F.R. 64.1200(a)(4).

CLASS ACTION ALLEGATIONS

26. Plaintiff brings this action as a class action, pursuant to Rule 23(a) and 23(b)(3), Federal Rules of Civil Procedure, for statutory damages on behalf of himself and a class of all persons similarly situated.

27. Plaintiff brings this class action pursuant to the TCPA, and is a member of and seeks to represent a class of persons ("Plaintiff Class") defined as: "All persons and entities who were sent the Facsimile Advertisement."

28. Class Size (Fed. R. Civ. P. 23(a)(1)): Plaintiff, upon information and belief, avers that the proposed class is in excess of 100 persons. AAJ has more than 55,000 members. The class size is so numerous that joinder of all members is impracticable and uneconomical.

29. Commonality (Fed. R. Civ. P. 23(a)(2)): There are questions of law and fact common to all members of the Plaintiff Class. Common material questions of fact and law include, but are not limited to, the following:

- a. whether Defendants sent the Facsimile Advertisement promoting JLBG Health's products and services to the telephone facsimile machines of Plaintiff and other members of the Plaintiff Class;
- b. whether AAJ was a highly involved fax broadcaster;
- c. whether the Facsimile Advertisement failed to include opt-out language required by the TCPA;
- d. whether Defendants violated the provisions of 47 C.F.R. § 64.1200 by sending the Facsimile Advertisement that failed to include opt-out language;
- e. whether Plaintiff and the other members of the Plaintiff Class are entitled to statutory damages; and
- f. whether Plaintiff and the other members of the Plaintiff Class are entitled to treble damages.

30. Typicality (Fed. R. Civ. P. 23(a)(3)): The claims of the named Plaintiff, Timothy Blake, are typical of the claims of all members of the Plaintiff Class. Defendants sent the Facsimile Advertisement to Plaintiff and members of the Plaintiff Class that failed to contain the TCPA's requisite opt-out language. Plaintiff raises questions of fact and law common to the Plaintiff Class, and Plaintiff's injuries arise from the same conduct as all members of the Plaintiff Class. The Defendants have acted in the same or in a similar manner with respect to the named Plaintiff and all members of the Plaintiff Class.

31. Fair and Adequate Representation (Fed. R. Civ. P. 23(a)(4)): The named Plaintiff, Timothy Blake, will fairly and adequately represent and protect the interests of the Plaintiff Class. Plaintiff is committed to this cause, will litigate vigorously, and is aware of the fiduciary duties of a class representative. Plaintiff's interests are consistent

with and not antagonistic to the interests of the Plaintiff Class. Plaintiff has a strong personal interest in the outcome of this action and has retained experienced class counsel to represent himself and the Plaintiff Class.

32. Class counsel is experienced in class action litigation and has successfully litigated class claims under the TCPA.

33. Predominance and Superiority (Fed. R. Civ. P. 23(b)(3)): A class action is superior to all other available methods for the fair and equitable adjudication of the controversy between the parties. Common questions of law and fact predominate over any questions affecting only individual members, and a class action is superior to other methods for the fair and efficient adjudication of the controversy because:

- a. proof of Plaintiff's claims will also prove the claims of the Plaintiff Class without the need for separate or individualized proceedings;
- b. evidence regarding defenses or any exceptions to liability that the Defendants may assert and prove will come from the Defendants' records, or that of an agent, and will not require individualized or separate inquiries or proceedings;
- c. the amount likely to be recovered by individual class members does not support individual litigation;
- d. a class action will permit a large number of relatively small claims involving virtually identical facts and legal issues to be resolved efficiently in one proceeding based upon common proofs; and
- e. this case is inherently manageable as a class action in that:
 - i. the Defendants used certain criteria to select persons or entities who are members of AAJ to receive the Facsimile Advertisement and it is

- believed that AAJ's computer and business records, or that of its agents, will enable the Plaintiff to readily identify class members and establish liability and damages;
- ii. liability and damages can be established for the Plaintiff and the Plaintiff Class with the same common proofs;
 - iii. statutory damages are provided for in the statute and are the same for all members of the Plaintiff Class and can be calculated in the same or a similar manner;
 - iv. a class action will result in an orderly and expeditious administration of claims and it will foster economics of time, effort and expense;
 - v. a class action will contribute to uniformity of decisions concerning the Defendants' practices; and
 - vi. as a practical matter, the claims of the members of the Plaintiff Class are likely to go unaddressed absent class certification.

Count 1
Claim for Relief for Violations of the TCPA
Defendant J.L. Barnes Insurance Agency, Inc.

34. Plaintiff and the Plaintiff Class reassert and incorporate herein by reference the averments set forth in paragraphs 1 through 33, above.

35. This is an action by named Plaintiff, Timothy Blake, and the Plaintiff Class against defendant JLBG Health for violations of the TCPA.

36. Defendant, JLBG Health, violated the TCPA (47 C.F.R. § 64.1200(a)(4)), which applies to all facsimile advertisements, by sending the Facsimile Advertisement, which promoted JLBG Health's products and services, to the telephone facsimile machines

of Plaintiff and the members of the Plaintiff Class that failed to contain a requisite opt-out notice.

37. The named Plaintiff and the members of the Plaintiff Class are entitled to \$1,500 in statutory damages against JLBG Health for each Facsimile Advertisement promoting JLBG Health's products or services that was knowingly and willfully sent to a telephone facsimile machine that did not contain the mandatory TCPA opt-out notice.

38. In the alternative, the named Plaintiff and the members of the Plaintiff Class are entitled to \$500 in statutory damages against JLBG Health for each Facsimile Advertisement promoting JLBG Health's products or services that was negligently sent to a telephone facsimile machine that that did not contain the mandatory TCPA opt-out notice.

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, demands judgment in its favor and against Defendant JLBG Health and requests an order:

- A. certifying this action as a class action pursuant to Rule 23, appointing Plaintiff Timothy Blake as the representative of the class, and appointing Plaintiff's undersigned counsel as counsel for the class;
- B. finding that Defendant JLBG Health sent the Facsimile Advertisement, that promoted JLBG Health's products and/or services, to class members that failed to contain the opt-out notice required by the TCPA and its implementing regulations;
- C. finding that Defendant JLBG Health is liable to pay statutory damages of \$1,500 for each Facsimile Advertisement that was knowingly and willfully sent to a class member, that failed to contain the opt-out notice required by the TCPA and its implementing regulations.

- D. finding that, in the alternative, Defendant JLBG Health is liable to pay statutory damages of \$500 for each Facsimile Advertisement that was negligently sent to a class member that failed to contain the opt-out notice required by the TCPA and its implementing regulations.
- E. entering a judgment in favor of the Class Representative for the total amount of statutory penalties plus pre-judgment interest and allowable costs;
- F. requiring Defendant JLBG Health to pay a court appointed trustee the full amount of the penalties, interest and costs to be distributed to the Plaintiff Class members after deducting costs and fees as determined by the Court;
- G. awarding equitable reasonable attorneys' fees and costs incurred in connection in this action and an incentive bonus to Plaintiff, to be deducted from the total amount of penalties, interest and costs before the pro-rata amounts are distributed by the trustee to the Plaintiff Class members; and
- H. granting supplemental equitable relief as may be appropriate.

Count 2

Claim for Relief for Violations of the TCPA
Defendant American Association for Justice

39. Plaintiff and the Plaintiff Class reassert and incorporate herein by reference the averments set forth in paragraphs 1 through 33, above.

40. This is an action by named Plaintiff, Timothy Blake, and the Plaintiff Class against defendant American Association for Justice for violations of the TCPA.

41. Defendant, American Association for Justice, violated the TCPA (47 C.F.R. § 64.1200 (a)(4)(vii)) by selecting the fax numbers and transmitting the Facsimile Advertisement that failed to contain the requisite opt-out notice.

42. Defendant, American Association for Justice, violated the TCPA (47 C.F.R. § 64.1200(a)(4)), which applies to all facsimile advertisements, by sending the Facsimile Advertisement to the telephone facsimile machines of Plaintiff and the members of the Plaintiff Class that failed to contain a requisite opt-out notice.

43. The named Plaintiff and the members of the Plaintiff Class are entitled to \$1,500 in statutory damages against the American Association for Justice for each Facsimile Advertisement that was knowingly and willfully sent to a telephone facsimile machine that did not contain the mandatory TCPA opt-out notice.

44. In the alternative, the named Plaintiff and the members of the Plaintiff Class are entitled to \$500 in statutory damages against the American Association for Justice for each Facsimile Advertisement that was negligently sent to a telephone facsimile machine that that did not contain the mandatory TCPA opt-out notice.

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, demands judgment in its favor and against Defendant American Association for Justice and requests an order:

- A. certifying this action as a class action pursuant to Rule 23, appointing Plaintiff Timothy Blake as the representative of the class, and appointing Plaintiff's undersigned counsel as counsel for the class;
- B. finding that Defendant American Association for Justice selected the fax numbers of the recipients and transmitted the Facsimile Advertisement that failed to contain the opt-out notice required by the TCPA and implementing regulations.

- C. finding that Defendant American Association for Justice sent the Facsimile Advertisement to class members that failed to contain the opt-out notice required by the TCPA and its implementing regulations;
- D. finding that Defendant American Association for Justice is liable to pay statutory damages of \$1,500 for each Facsimile Advertisement that was knowingly and willfully sent to a class member, that failed to contain the opt-out notice required by the TCPA and its implementing regulations.
- E. finding that, in the alternative, Defendant American Association for Justice is liable to pay statutory damages of \$500 for each Facsimile Advertisement that was negligently sent to a class member that failed to contain the opt-out notice required by the TCPA and its implementing regulations.
- F. entering a judgment in favor of the Class Representative for the total amount of statutory penalties plus pre-judgment interest and allowable costs;
- G. requiring Defendant American Association for Justice to pay a court appointed trustee the full amount of the penalties, interest and costs to be distributed to the Plaintiff Class members after deducting costs and fees as determined by the Court;
- H. awarding equitable reasonable attorneys' fees and costs incurred in connection in this action and an incentive bonus to Plaintiff, to be deducted from the total amount of penalties, interest and costs before the pro-rata amounts are distributed by the trustee to the Plaintiff Class members; and
- I. granting supplemental equitable relief as may be appropriate.

JURY DEMAND

Plaintiff and Plaintiff Class demand trial by jury on all issues that can be heard by a jury.

Respectfully submitted,

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By: s/ Richard Bennett
Richard Bennett

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing was electronically filed with the Clerk of the Court using the CM/ECF system, on this 20th day of November, 2014, which will send a notice of electronic filing to all attorneys of record.

By: s/ Richard Bennett
Richard Bennett, Esq.

American Association for Justice Health Insurance Fax Communication

Subject: AAJ Health Care Marketplace
To: All AAJ Members

We have recently started a AAJ Health Care Marketplace for all AAJ members and/or their employees.

Benefits of the AAJ Health Care Marketplace:

- Allows you to enroll in both government subsidized plans as well as non-government plans - you choose which is best for you and/or your employees.
- Employees can receive subsidies on their premiums to offset the costs.
- You, as the Employer are NOT required to pay anything.
- Everyone does NOT have to pick the same plan.
- You can sign up just yourself or as little as only 1 employee
- Average savings is 42%.
- No need to wait for your renewal date you can start saving today!!!

Interested in receiving a free no obligation quote in minutes? Give us a call for QUALITY and affordable health insurance coverage.

Call the AAJ Health Care Marketplace at:

1-888-715-6585

FROM DISCLOSURE UNDER APPLICABLE LAW.